

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to:

FAX No.:

(808) 587-1244

E-mail Address:

michael.b.clack@hawaii.gov

or

marc.s.yamamoto@hawaii.gov

Provide the following information:

- | | | |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| - Name of Company | - Mailing Address | - Name of Contact Person |
| - Telephone Number | - Facsimile Number | - E-Mail Address |
| - Solicitation Number | - Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided) | |

NOTICE OF SMALL BUSINESS SET-ASIDE

Pursuant to Hawaii Revised Statutes, Section 103D-906, and Hawaii Administrative Rules, Chapter 3-124-73.1 a determination by the Head of Purchasing Agency that this procurement is suitable for performance by businesses meeting the applicable small business size standard as defined by the "Small Business Size Standard by North American Industry Classification System (NAICS).

NAICS code(s) determined appropriate for this solicitation is **481211 - Non scheduled Chartered Passenger Air Transportation** whose average annual **employee size is 1,500 employees or less.**

Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be rejected.

Any award resulting from this solicitation will be made only to a small business concern.

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STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
INSTITUTIONS DIVISION
HONOLULU, HAWAII

Procurement Notice Date: **August 5, 2010**

INVITATION FOR BIDS
NO. **PSD 11-ID/MB-03**

SEALED BIDS
FOR
FURNISHING

**CHARTERED INTER-ISLAND AIR TRANSPORT
OF
PASSENGERS, STATEWIDE**

will be received up to and opened at 2:00 p.m. (HST)
on
August 19, 2010

in the Department of Public Safety's Administrative Services Office-Purchasing and Contracts Section, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii, 96814.

Questions relating to this bid solicitation shall be directed to Marc Yamamoto, Telephone (808) 587-1215, Facsimile (808) 587-1244 or e-mail at marc.s.yamamoto@hawaii.gov.

Clayton A. Frank, Director
Department of Public Safety

PSD 11-ID/MB-03

OFFER SUBMITTAL CHECKLIST

1. Offer Form Pages, OF-1 through OF-4 _____
2. Proof of Insurance, Refer to Special Provisions
Pages, SP-7 through SP-8 _____
3. Valid Tax Clearance Certificate _____
4. Certificate of Good Standing _____
5. LIR #27 – Certificate of Compliance _____

Items 3 through 5 refer to Special Provisions pages, SP-4 through SP-6.
Hawaii Compliance Express compliant certificate may be substituted for
items 3 through 5.

Failure to submit the above referenced forms with your bid submittal may
result in the rejection of your offer.

PSD 11-ID/MB-03
CHARTERED INTER-ISLAND AIR TRANSPORT
OF
THE TRANSPORTING OF PASSENGERS, STATEWIDE
INSTITUTIONS DIVISION
DEPARTMENT OF PUBLIC SAFETY

Director
Department of Public Safety
State of Hawaii
919 Ala Moana Boulevard
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions Form AG-008 Rev.(11/15/05), by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check v one only)**

3. A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
4. A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

* _____
Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following offer is hereby submitted for PSD 11-ID/MB-03, furnishing CHARTERED INTER-ISLAND AIR TRANSPORT FOR THE TRANSPORTING OF PASSENGERS, STATEWIDE for the Department of Public Safety, INSTITUTIONS DIVISION as specified herein.

Item 1	POINT-TO-POINT	Honolulu/Lihue/Honolulu	\$_____round trip
Item 2	POINT-TO-POINT	Honolulu/Kahului/Honolulu	\$_____round trip
Item 3	POINT-TO-POINT	Honolulu/Hilo/Honolulu	\$_____round trip
Item 4	POINT-TO-POINT	Kahului/Honolulu/Kahului	\$_____round trip
Item 5	POINT-TO-POINT	Hilo/Honolulu/Hilo	\$_____round trip
Item 6	POINT-TO-POINT	Hilo/Kahului/Hilo	\$_____round trip
Item 7	POINT-TO-POINT	Hilo/Lihue/Hilo	\$_____round trip
Item 8	POINT-TO-POINT	Honolulu/Kahului/Hilo/Honolulu	\$_____round trip
Item 9	POINT-TO-POINT	Hilo/Kahului/Honolulu/Hilo	\$_____round trip
Item 10	PRICE PER HOUR For Flights Other Than Listed Above		
	\$_____	per 15 minutes x 4	= \$_____per hour

TOTAL SUM BID \$_____

Offeror shall provide the following information:

<u>Year of Aircraft</u>	<u>Manufacturer and Model No.</u>	<u>Total Rated Capacity</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Offeror _____
COMPANY NAME

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

- A. References. List names and addresses of three (3) government agencies or companies for whom Offeror has provided or is currently providing Chartered Air Transport for Passengers.

1. Agency: _____

Address: _____

Contact & Telephone No.: _____

2. Agency: _____

Address: _____

Contact & Telephone No.: _____

3. Agency: _____

Address: _____

Contact & Telephone No.: _____

- B. Location, hours of operation, contact, of all flight terminal location(s) on the Island of Oahu:

	<u>Address</u>	<u>Hours of Operation</u>	<u>Contact/Phone No.</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

Location, hours of operation, contact, of all flight terminal location(s) on the Island of Hawaii:

	<u>Address</u>	<u>Hours of Operation</u>	<u>Contact/Phone No.</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

Offeror _____

COMPANY NAME

Location, hours of operation, contact, of all flight terminal location(s) on the Island of Maui:

	<u>Address</u>	<u>Hours of Operation</u>	<u>Contact/Phone No.</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

Location, hours of operation, contact, of all flight terminal location(s) on the Island of Kauai:

	<u>Address</u>	<u>Hours of Operation</u>	<u>Contact/Phone No.</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

C. Insurance Coverage. Commercial General Liability Insurance will be provided by:

Name of Insurance Company: _____

Policy Number: _____

Policy Period: _____

Medical Professional Liability Insurance will be provided by:

Name of Insurance Company: _____

Policy Number: _____

Policy Period: _____

Offer is submitted by: _____

(Name of Company)

(Contact person)

Telephone Number

Fax Number

Offeror _____
COMPANY NAME

WAGE CERTIFICATE
(For Service Contracts)

Subject: IFB/~~RFP~~ No.: PSD 11-ID/MB-03

Title of IFB/~~RFP~~: Chartered Inter-Island Air Transport for the
Transportation of Passengers, Statewide

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

SPECIFICATIONS

SCOPE

This Invitation for Bids (IFB) is intended to establish contract to provide point-to-point aircraft charter services for transport of passengers, which will be comprised of Department of Public Safety staff/officers and their prisoners, on an as-needed basis for the Department of Public Safety.

Currently there are an estimated two to three flights per month, one flight each to Kauai, Maui and Hawaii (Hilo), the resultant contract will replace the existing services effective November 15, 2010. The average passenger count per flight is 23 – inmates and 7 – officers. For FY 10, the total inter-island chartered air transportation was \$193,000.00.

SERVICE AREA: The State will require services between the following locations:

Honolulu – Lihue, Kauai	Hilo, Hawaii - Honolulu
Honolulu – Kahului, Maui	Hilo, Hawaii – Kahului, Maui
Honolulu – Hilo, Hawaii	Hilo, Hawaii – Kahului, Maui - Honolulu
Honolulu – Kahului, Maui – Hilo, Hawaii	

All trips are considered round-trip.

BASE LOCATION: Contractor must provide a base airport facility located on the south ramp of the Honolulu International Airport. Loading/unloading of aircraft must be done at the south ramp location. Contractor must have private and own access to the tarmac from the south ramp facility for the Public Safety vehicles to drive onto the tarmac to off/on load the prisoners onto the aircraft.

NOTE: Scheduling of aircraft is flexible, thus base in Honolulu is not necessary, however, Contractor shall make an effort to accommodate at a short notice.

1. Permits and Responsibilities:

- A. Contractor will, without additional expenses to the state, be responsible for obtaining necessary licenses and permits for complying with applicable Federal, state, and local laws, codes and regulations in connection with contract performance pursuant to an Order of Service.
- B. The contractor must insure that all employees engaged in the performance of this contract are thoroughly familiar with its requirements
- C. The contractor must be certified under CFR 49 part 135, and must possess an Air Carrier Certificate to include operations specifications issued by the Federal Aviation Administration with authorization for carrying passengers under Day and Night VFR and IFR Flight Rules.

2. Maintenance and Repair:

- A. Unless otherwise provided in this solicitation, the aircraft must be fully maintained by the Contractor in accordance with the manufacturer's recommendations and FAR 135.411. All 'time change' components, including engines, will be replaced in accordance with the manufacturer's recommendations. The contractor will provide appropriate maintenance facilities, replacement parts, special tools, publications and personnel required to support the aircraft at the designated base during extended periods of heavy use, regardless of the amount or frequency of hours flown.
- B. All applicable manufacturer's mandatory service bulletins, service letters, and FAA Airworthiness Directives must be complied with prior to performance on the contract. Mandatory bulletins, service letters, and Airworthiness Directives published during the contract period will be complied with in accordance with the individual bulletin, service letter or directives.
- C. Any maintenance deficiencies existing prior to the contract must be corrected before the starting date of the contract. Those deficiencies occurring during the contract period must be corrected in accordance with all applicable FAR's to include FAR 135.411
- D. The contractor must ensure that all maintenance performed on omitted aircraft is recorded in the affected aircraft's maintenance record in accordance with FAR 43.9, FAR 43.11 and FAR 91.173 as well as applicable FAR part 135 rules and regulations
- E. A copy of the aircraft's current maintenance record, containing as a minimum the information required by FAR 91.173 must be kept at the designated base.
- F. The contractor must maintain the aircraft in an airworthy condition, including engine propellers and airframe repairs, annual and 100 hour inspections, omitted, and equipment checks for IFR operation all in accordance with the applicable FAR's part 91 and 135 rules and regulations
- G. A state inspection which indicates negligence in compliance with sub paragraphs A through F of 'AIRCRAFT MAINTENANCE' requirements will cause the state to hold the contractor in default.
- H. Miscellaneous charges for goods and services furnished by the state, not otherwise provided herein, will be deducted from the amount due the contractor.

3. Flight Operation and Requirements:

- A. The contractor, while conducting official flights for the State of Hawaii, must adhere to their FAA Parts 135 Operational Specifications and all operations/flights must be conducted under FAR Part 135 rules and regulations.
- B. STAND-BY TIME
 - 1.) The state will be allowed two hours of standby time to load and unload the aircraft at no additional cost to the State. Standby time will not be earned for stops involving any needed break involving the pilot or crew, taxi time, fuel stops, or acts of God, such as weather, which prevent the continuation of the flight. Standby time will be calculated to the nearest quarter hour beginning after the second hour of ground time. Standby time will be paid up to a maximum of 4 hours per 24 hour period.
- C. Fuel and Oil:

- 1.) All aircraft to be supplied at "Wet" rate. With fuel and oil included.

4. AIRCRAFT AVAILABILITY

- A. During the contracted period, flights may be required any day & time of the week. The state reserves the option of aircraft selection. Contractor must furnish PSD a contact telephone number for flight scheduling after contractor's normal working hours. The contractor shall be given at least forty-eight (48) hours prior notice when service is required. Five occurrences of unavailability within the contract period constitute ground for default of the contract.
- B. The state may request flight on shorter notice (less than 48 hours) however; no penalty will be exercised for contractor-denied flights when the state has submitted its request less than 48 hours in advance of the estimated time of departure.

The schedule of operations will be planned by the state with the cooperation of the contractor's representative. The contractor must agree to designate, in writing, the person or persons to represent the contractor for the purpose of planning operations with the state.

The State is very flexible with the scheduling of aircraft. We will work with the vendor on dates available. Stand-by time in most cases will be very minimal.

4. AIRCRAFT SPECIFICATIONS

- A. Must have minimum thirty passenger seats and certified for two pilots. Seating capacity less than thirty passengers is not acceptable.
- B. Aircraft must be equipped in accordance with FAA regulations for VFR and IFR flight.
- C. Aircraft must be equipped with an operable Weather Radar

All aircraft must possess a standard airworthiness certificate, current annual, camp, or other manufacturer and/or FAA Approved Inspection Program and be certified in general or transport category. The paint, upholstery and plexiglass must present a neat and clean appearance. All aircraft must be equipped with sufficient survival equipment in accordance with all FAA requirements.

INSPECTION: Equipment offered for charter may be subject to inspection and approval by the State prior to the award of the IFB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this IFB. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.

CANCELLATION: The State may cancel a scheduled charter at no cost to the State. The contractor may cancel a scheduled charter for weather conditions, mechanical failure or for other conditions at the discretion of the pilot.

In the event a scheduled flight must be cancelled, the contractor must be prepared to fulfill the terms of this contract as soon as conditions permit, at no additional cost to the state. For conditions not related to weather, the State at its option, may contact another carrier for service.

UNAVAILABILITY: If an aircraft is rendered inactive for reasons including, but not limited to, delivery delays, maintenance or FAA airworthy directive, the contractor may furnish a State approved substitute aircraft as long as it meets the specifications of the contract and is offered at the same cost as the original aircraft.

LOADING AND UNLOADING: For any accompanying cargo, the contractor must provide all necessary equipment and personnel suitable for loading and unloading including but not limited to airport certified Drivers, Tugs, Baggage carts and Belt loaders. For the purpose of loading and unloading there also must be a minimum of two loading agents provided. The contractor is responsible for loading and unloading the cargo. The State shall be responsible for delivering the cargo as close to the loading area as permitted. The contractor is responsible for unloading the cargo as close to the pick-up point as the location permits.

HAWAII STATE LAWS: The contractor(s) must comply with all applicable state laws during the term of any contract(s) resulting from this IFB.

INCIDENT REPORT: Any aircraft accident involving an aircraft operated under the contract established from this IFB shall be reported by the contractor to the Contracting Officer within 15 days of the accident. Failure to report the accident may cause the State to cancel the contract. For the purposes of the contract(s) resulting from this IFB, Aircraft accident means death or serious injury as a result of being on or in contact with the aircraft, the aircraft receives substantial damage as defined by the NTSB, flight control system malfunction or failure, inability of a required flight crewmember to perform duties as a result of injury or illness, engine failures, aircraft collision or air craft disappearance.

SPECIAL PROVISIONS

SCOPE

The furnishing of Chartered Inter-Island Air Transport for The Transporting of Passengers, Statewide for the Department of Public Safety, Mainland/FDC Branch shall be in accordance with these Special Provisions, the attached Specifications, and the General Conditions Form AG-008 Rev. (04/15/09) by reference made a part hereof and available at the ASO-PC and on the internet at <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>.

CONTRACT ADMINISTRATOR

For the overall purposes of this contract, Ms. Shari Kimoto, Division Administrator for the Department of Public Safety, Mainland/FDC Branch or her authorized representative is designated the Contract Administrator. Ms. Kimoto may be contacted at (808) 837-8020.

TERM OF CONTRACT

Contractor shall enter into a contract for Chartered Inter-Island Air Transport for the Transporting of Passengers, Statewide for the twelve-month period commencing on November 15, 2010 or the commencement date stated on the Notice to Proceed.

Unless terminated, the contract may be extended for not more than three (3) additional twelve (12) month periods without the necessity of rebidding upon mutual agreement in writing, provided that the contract price remains the same or lower than the initial bid price(s).

OFFEROR QUALIFICATION

PILOT REQUIREMENTS

The pilot is responsible for the operation of aircraft. The pilot may refuse to perform in situations which, in the pilot's opinion, exceed the pilot's ability, capability of the aircraft, or violate FAA regulations.

The best available weather data shall be obtained and evaluated prior to filing flight plans.

Flight plans shall be filed utilizing FAA communications facilities, where available. If FAA facilities are not available, flight plans shall be filed through the using agency facilities or by leaving a detailed flight plan with the charter operator, field camp or point of take off.

The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the State of Hawaii. Pilots while operating under this Contract may not engage in transporting private passengers.

The flight and duty time limitations are to meet FAR part 91 and 135 regulations and all other pertinent FAR's.

1. Contractor's pilot used under this contract must possess an ATP multi-engine rating with an appropriate Type Rating and a First Class flight physical.
2. All pilots must maintain requirements of FAR 61.57 and meet the requirements contained in FAR Subpart F, Airline Transport Pilot 61.151 thru 61.157.

SUBSTITUTE AIRCRAFT

Substitute aircraft will be considered by the State when the contractor's primary aircraft is unavailable provided the substitute aircraft and crew meet FAR 135 certification and proficiency standards of the operator's certificate and, the aircraft is a state-approved equivalent. Amount invoiced for a substitute aircraft will be at the same contract rate (point-to-point) as the primary aircraft.

CONTRACTOR'S CERTIFICATIONS OR REPRESENTATIONS

OFFEROR'S AUTHORITY TO BID The State will not participate in determinations regarding an Offeror's authority to sell a product. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror shall resolve that question prior to submitting a bid. If an Offeror offers a product that meets the specifications, is acceptable and the price submitted is the lowest price offered, the contract will be awarded to that Offeror.

RESPONSIBILITY OF OFFERORS Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care;
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State, and.
7. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); and
 - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

LOCATION OF WHOLESALE OR RETAIL BUSINESS. Offeror shall maintain an island-based wholesale or retail business at the time of bidding and during the initial and extended (if applicable) contract period with warehouse and inventory operations for supplying the items awarded on the island Offeror is submitting bid quotes. Award

shall not be made to any Offeror not meeting this qualification requirement. Island-based warehouse location, contact person, phone and facsimile numbers, and e-mail address shall be provided on the appropriate Offer Form page.

CERTIFICATION OF INDEPENDENT COST DETERMINATION. By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

NOTICE OF SMALL BUSINESS SET-ASIDE

Pursuant to Hawaii Revised Statutes, Section 103D-906, and Hawaii Administrative Rules, Chapter 3-124-73.1 a determination by the Head of Purchasing Agency that this procurement is suitable for performance by businesses meeting the applicable small business size standard as defined by the "Small Business Size Standard by North American Industry Classification System (NAICS).

NAICS code(s) determined appropriate for this solicitation is **481211 - Non scheduled Chartered Passenger Air Transportation** whose average annual **employee size is 1,500 employees or less**

1. Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
2. General:
 - a. Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be rejected.
 - b. Any award resulting from this solicitation will be made only to a small business concern.

MEANING OF REPRESENTATION BY OFFEROR AND PROTEST AGAINST SMALL BUSINESS STATUS

1. To be eligible for award of this contract as a small business, Offeror must represent in good faith that it is a small business at the time of its written representation. The representation must reflect that Offeror meets the definition of a small business concern as stated in the solicitation.
2. The procurement officer shall accept an Offeror's representation that it is a small business unless another Offeror challenges Offeror's small business representation to the contracting officer through applicable protest procedures under HAR Chapter 126.
3. Upon receipt of a protest, the Chief Procurement Officer, or designee shall require the Offeror to provide proof of its status as an eligible small business Offeror.
4. If the Chief Procurement Officer or designee determines that the Offeror has misrepresented its status as an eligible small business, the Chief Procurement Officer or designee may disqualify the Offeror from the competition.
5. If the Chief Procurement Officer or designee concludes the misrepresentation was not inadvertent and was intended to unfairly enable the Offeror to compete in a solicitation when it knew or should have known it was not eligible, the Chief Procurement Officer shall initiate debarment action under HAR Chapter 126.
6. Any time after contract award, the procurement officer may question the small business representation of any Offeror and require the Offeror to confirm its represented size status and eligibility for award. If the procurement officer determines the Offeror misrepresented its size status, the procurement officer may terminate the contract for cause and resolicit unless the Chief Procurement Officer or designee determines in writing that contract termination would be detrimental to the interests of the state. The Chief Procurement Officer or designee shall also determine whether to initiate debarment proceedings under HAR Chapter 126 based upon the Offeror's misrepresentation of size status and eligibility.

SMALL BUSINESS PROGRAM REPRESENTATIONS

1. NAICS code(s) determined appropriate for this solicitation is **481211 - Non scheduled Chartered Passenger Air Transportation** whose average annual employee size is 1,500 employees or less.
2. Offeror hereby affirmatively represents that it is a qualified small business concern eligible for award of the contract under the eligibility criteria above.
3. Offeror further represents that Offeror's average number of employees for the past 12 months and Offeror's annual gross revenue for the preceding fiscal year was as reflected below (Refer to Attachment A – Small Business Program Representation shall be completed and submitted with the Offeror's offer).

LIMITATIONS ON SUBCONTRACTING. By submission of its offer, the Offeror agrees that in performance of the contract in the case of a contract for —

1. Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern
2. Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
3. General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
4. Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered at the Department of Commerce and Consumer Affairs, if applicable, and to indicate the exact legal name in the appropriate space(s) on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material which contains an original signature indicating the Offeror's intent to be bound.

Hawaii General Excise Tax License. Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he is doing business in the State and that he will pay such taxes on all sales made to the State.

Bid Price. Unit bid prices quoted shall include all costs to be incurred in providing the services specified herein, including applicable taxes. Accordingly, the unit bid prices shall be the all-inclusive cost to the State and no other charges will be honored.

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the applicable Use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Hawaii General Excise Tax License. Offeror shall submit its current Hawaii GET I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that he will pay such taxes on all sales made to the State.

Insurance. Offeror shall provide insurance information, as requested on the appropriate Offer Form, page.

References. Offeror shall list on the appropriate Offer Form page(s) at least three references for whom he/she has performed subject services and who can, if necessary, attest to his/her performance. The State reserves the right to contact the references to inquire about Offeror's current or past service performance.

Base Locations. Offeror shall provide on the appropriate Offer Form page information regarding the Offeror's base locations, hours of operation, point of contact and telephone number.

Wage Certificate. Offeror shall complete and submit the attached wage certification by which Offeror certifies that the services required shall be performed pursuant to Section 103-55, HRS.

QUANTITIES

Quantities listed herein are estimates for the 12-month period specified. No guarantee to purchase the exact amount listed is intended or implied.

The State shall have the right to purchase smaller or larger quantities at the prices quoted herein. In the event the estimated requirements do not materialize in the exact quantities listed, such failure shall not constitute grounds for equitable adjustment under this contract.

OFFER SUBMITTAL

Offeror shall submit the offer in a sealed envelope identified with the following information:

Offeror's name, address, and telephone number
The words, "INVITATION FOR BIDS"
The Invitation for Bids number and title
The Date and Time of the bid opening,
Attention: Purchasing and Contracts

FAXED DOCUMENTS

Faxed documents **shall not** be accepted.

OFFER INSPECTION

At the bid opening, all offers may be inspected provided that only one offer be inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of opening offers, all offers will be evaluated for award recommendation. During this period, offers will not be available for inspection.

METHOD OF AWARD

Award, if any, for the Group (Item Nos. 1 through 10) shall be to the qualified responsive and responsible Offeror submitting the lowest Total Sum Bid. Offerors must bid on all items in the Group (Item Nos. 1 through 10) to be considered for award.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when it is in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.state.hi.us/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the **ASO-PC**. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC

(HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the **ASO-PC** as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of the solicitation.

OFFER ACCEPTANCE

The State's acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the sixty (60) day period.

CONTRACT EXECUTION

Offeror receiving an award shall be required to enter into a formal written contract. A performance and payment bond is not required.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Contractor and if applicable, to all Contractor's subcontractors.

No work is to be undertaken by the Contractor prior the contract commencement date. The State of Hawaii is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractor's, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:

Workers' Compensation and Employers' Liability Insurance: The Contractor shall provide and maintain a Workers Compensation and Employers Liability policy, providing statutory Workers' Compensation coverage and Employers' Liability limits of at least \$1,000,000 Each Accident/Policy Limit/Each Employee.

General Liability Insurance: Covering all premises used by and operations conducted by the Contractor in the performance of services under this agreement, including overage for liability arising out of airport premises and operations and the use of any auto on airport premises, with minimum coverage limits of \$5,000,000 combined single limit per occurrence.

Commerical Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles used by the Contractor in the performance or services under this agreement, with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

Aircraft Liability Insurance: Covering all owned, hired and non-owned aircraft used by the Contractor in the performance or services under this agreement, with minimum coverage limits of \$30,000,000 Combined Single Limit Including Passengers each Occurrence. Passenger Bodily Injury sub-limits, if any, shall not be less than \$3,000,000 each Person.

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, Planning, Programming, and Budget Office, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Every policy maintained by the Contractor shall include a waiver of subrogation in favor of the State of Hawaii. Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) there for on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for default of the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

INVOICING

Contractor shall send monthly invoices, original to the Contract Administrator:

Mr. Howard Komori
Department of Public Safety
Mainland/FDC Branch
919 Ala Moana Blvd., 4th Flr
Honolulu, Hawaii 96814

Invoices shall list the client social security number (or approved alternative such as valid State of Hawaii Driver's License identification number, or state identification number), date of the examination, cost of service, and any other pertinent invoicing information.

Contractor shall reference the contract number on all invoices for payment.

A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after satisfactorily delivery of goods and receipt of invoice to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

No payment, whether partial or final, shall be construed to be an acceptance of a defective or unacceptable product.

LIQUIDATED DAMAGES

Refer to Section 9 of the General Conditions. Liquidated damages for non-performance of the specified services shall be actual cost incurred due to Contractor's non-performance for each and every calendar day the Contractor fails to perform in whole or in part, any of his obligations specified hereunder.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

CONFIDENTIALITY OF INFORMATION

Any information, data, or report given to, or prepared, or assembled by the Contractor that the Department requests to be kept confidential, shall not be made available to any individual or organization without the approval of the Department Coordinator.

RECORDS RETENTION

The Contractor and any subcontractors shall maintain the books and records that relate to this agreement and any cost or pricing data for three (3) years from the date of final payment under the agreement.

PROTEST

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the SPO website:

<http://www.hawaii.gov/spo>

Click on to "Awards" link.

Click on to "Contracts for Goods, Services and Construction"

Click on to "Search"

Select method of solicitation from Method drop down box.

Select "Public Safety" from Department drop down box.

Review descriptions and select "Contract/PO No." link to view award information.

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____
(Contract Number)

IFB No.: PSD 11-ID/MB-03
(IFB/RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii
to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

SMALL BUSINESS PROGRAM REPRESENTATION

NAICS code(s) determined appropriate for this solicitation is **481211 - Non scheduled Chartered Passenger Air Transportation** whose average annual **employee size is 1,500 employees or less**

The Offeror hereby affirmatively represents that it is a qualified small business concern eligible for award of the contract under the eligibility criteria above.

The Offeror further represents that the Offeror's average number of employees for the past twelve (12) months and the Offeror's annual gross revenue for the preceding fiscal year was reflected below. (Offeror must check and initial one blank in each column):

NUMBER OF EMPLOYEES

_____ 15 or fewer

_____ 16 to 50

_____ 51 to 100

_____ 101 to 250

_____ 251 to 500

_____ 501 to 750

_____ 751 to 1,000

_____ Over 1,000

AVERAGE ANNUAL GROSS REVENUES

_____ \$500,000 or less

_____ \$500,001 to \$1,000,000

_____ \$1,000,001 to \$2,000,000

_____ \$2,000,001 to \$3,500,000

_____ \$3,500,001 to \$5,000,000

_____ \$5,000,001 to \$10,000,000

_____ \$10,000,001 to \$17,000,000

_____ Over \$17,000,000.

Offeror represents in good faith that it is a small business at the time of this Contract and that it meets the definition of a "small business concern " as defined herein.

OFFEROR

By: _____

Title: _____

Date: _____